



## **GENERAL TERMS OF BUSINESS**

This document forms the basis of agreement between **Hudson Blake Ltd** and who is making the booking as the authorised representative of the company they work for (*further referred to as 'the Client'*)

### **1 General**

**Hudson Blake Ltd** will undertake work as instructed by the client. Further terms could apply dependant on the nature of work requested. Should these be applicable, a further agreement will be required to be signed by the Client.

### **2 Method of Contact with Client**

2.1 **Phone Number(s):** 02392 983404

2.2 **Email Address:** [Jennifer@hudsonblake.co.uk](mailto:Jennifer@hudsonblake.co.uk)

### **3 Invoicing and Payment**

3.1 Cost of courses will be agreed prior to booking. This will be detailed and broken down in the invoice.

3.2 **Hudson Blake Ltd** will raise an invoice **on booking**. Payment method will be detailed on the invoice and is **prior to the course date**. If the course is within the month then payment is within **7 days of invoice**.

3.3 **Hudson Blake Ltd** charging rate table is as per below:

3.5 If required, travel to and from the Client's venue within a 25 mile radius of PO1 postcode is included in this rate. Travel to venues outside this area, or away from the primary place of work, is chargeable at a rate of 45p per mile for the entire journey. If free parking is not available, then the client will be liable to reimburse parking expenses.

3.6 Invoices will be delivered to a nominated email or office address as agreed within the booking form, on a course by course basis. Any changes to this delivery address or invoice contact must be made in writing, giving 14 days advanced notice.

3.7 Please note that payment is due on or before the date stated, Hudson Blake reserves the right to charge £75 admin fee for late payments and compensation in line with the Late Payment Act, 1998. Please ensure that payment is made in sufficient time to clear bank processing deadlines. Please note if paying on card than payment can take up to 10 days.

3.8 If invoices have been paid late, **Hudson Blake Ltd** reserves the right to cease work or and withhold certificate or terminate, *without notice*. No further work shall be



completed until the outstanding balance, including penalties, has been paid in full. If payment is not received prior to course commencement then **Hudson Blake Ltd** has the right to refuse the course with full payment of the invoice still required.

#### **4 Performance**

4.1 If the Client is unhappy with anything provided by **Hudson Blake Ltd**, then this should in the first instance, be discussed either in person, on the telephone or explained via email. Once this feedback has been received, it will be considered as to whether it falls under a complaint and this will follow our complaints policy.

4.2 If a course requested to **Hudson Blake Ltd** is of an urgent nature or has a deadline, please make this request known and every effort will be made to accommodate. If **Hudson Blake Ltd** is unable to fulfil the course within the deadline, the client will be notified. Where possible **Hudson Blake Ltd** will be able to utilise a sub-contractor.

4.3 If the client is unhappy with the work of a sub-contracted instructor then they must contact **Hudson Blake Ltd** in the first instance and they will forward your concerns onto the sub-contracted instructor and request they rectify and/or start their personal complaints procedure.

#### **5 Cancellation of Course**

##### *5.1 Cancellation by the Client:*

If the Client decides to cancel a course with **Hudson Blake Ltd**, then the reason should be verbally discussed or put in writing via email. A notice period of 14 days should be given to allow **Hudson Blake Ltd** to rebook the day with another client. If 14 days is not given, then full fees will be charged.

##### *5.2 Cancellation by **Hudson Blake Ltd**:*

If deemed necessary, due to situations out of control ie breakdown of services at venue or illness, **Hudson Blake Ltd** can request another instructor, where this is not possible **Hudson Blake Ltd** can cancel a course, to the individual named as the authorised representative of the Client, on Page 1, by the same means of contact as invoices are delivered to. In the event of cancellation by **Hudson Blake Ltd** and deemed appropriate, the Client will be given the option to have their course rebooked at the next available date. The Client should give a timely response/approval to the date, so that the course can be rescheduled.

#### **6 Miscellaneous**

6.1 Although the client has engaged with a set rate basis, it is often that discounts may occur due to offers at the time, alternatively there may be additional charges for



other instructors, these will be detailed in the invoice after a discussion with the client. Should the client request a set number of courses in advance or agree dates, once the date is agreed then the client is responsible for fulfilling those already agreed unless mutual agreement to end contract has been had. Should they fail to fulfil these courses then **Hudson Blake Ltd** retains the right to charge for the full group rate for all remaining courses.

6.2 The contract is valid for a 1 year period.

6.3 If for an extended period **Hudson Blake Ltd** is unable to complete work for the Client, as much notice will be given to the same address that invoices are delivered to. Outstanding courses will be completed for the Client prior to the period of unavailability or rescheduled as appropriate with another instructor. The Client will be advised on an anticipated return date, when courses may recommence.

6.4 **Hudson Blake Ltd** is registered with the ICO and if personal data is processed it will be within the realms of data protection protocols.

6.5 For your peace of mind, Jennifer at **Hudson Blake Ltd** holds an enhanced *Disclosure & Barring Service* certificate (*DBS* - used to be the old CRB). A copy of the DBS certificate is available upon request for your inspection if required. In line with this, any information disclosed in the courses will remain confidential. This does not cover any information which already exists and is readily available in the public arena. Any instance where **Hudson Blake Ltd** suspects or is made aware of safeguarding or illegal activity, this will be exempt from the confidentiality agreement and reported to the relevant authorities, in addition to any requests from law enforcement agencies to assist with their line of enquires.

6.6 From time-to-time, as client deadlines, work volume or other requirements demand, **Hudson Blake Ltd** may utilise a trusted network of colleague associate assistants (sub-contractors) to complete courses. In this instance, Public Liability, Trainer qualifications, references, CV and appropriate qualification certificates will be checked and verified by **Hudson Blake Ltd** before being booked for the client, to ensure that a level of quality is adhered to. In this instance, the individual will be working under these agreed terms of business. The trainer used will have a separate agreement with **Hudson Blake Ltd** to not complete work with the client unless agreed by **Hudson Blake Ltd** and therefore the client cannot approach the sub-contractor for work directly unless agreement from **Hudson Blake Ltd**.

6.7 All behaviour on courses must be acceptable and non-aggressive. If any participant acts in a way that verbally or physically threatening/abusive to others, then they will be asked to leave with no refund and will not be allowed to participate on another course.

6.8 Courses which have tested papers are required to show a certain level of knowledge, if this level is not achieved then the participant will not be allowed to complete further days of the course or receive certification without repeating this



day, refunds will not be made for any course failures. Any learning needs of the participant must be made prior to course start so that this can be supported.  
6.9 Ticking the agree box on booking form is taken as agreeance of terms.